

- 2 -

Site	<u>Oriskany</u>
ID#	<u>40115801</u>
Break	<u>1/11</u>
Other	<u>7 2 1672</u>

07-6
GRANBY MINING & SMELTING CO.

GRANTOR

40115801



SUPERFUND RECORDS

7/2/1873

512

same being situated on the South East quarter of the North East quarter of Section Nine (9) in Township Number Twenty-seven (27) of Range Number Thirty-three (33),

To Have and to Hold the same unto the said party of the second part and his heirs and assigns forever, for burial purposes only, the said party of the first part hereby agreeing to Warrant and Defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, I Patrick Murphy, the Mayor of the said City of Joplin, have hereunto signed my name and seal and have caused the seal of the said City to be affixed this 20th day of August, 1873

Patrick Murphy 

Mayor.

Attest: J. W. Reed City Clerk



State of Missouri 3
County of Jasper 3rd

This day personally appeared before me Patrick Murphy Mayor of the City of Joplin, who is personally known to me to be the person whose name is subscribed to the foregoing instrument of writing as a party thereto and acknowledges the same to be his act and deed, as such Mayor for the uses and purposes therein mentioned,



W. L. Belts Clerk Jasper County Court of Common Pleas,

By N. C. Mercer Deputy.

The foregoing Deed was filed for record in this office on the 31st day of August A. D. 1873 at nine o'clock and thirty minutes A. M.

James A. Bolew Recorder,

By L. E. Stearns Deputy.

General Warranty Deed -

This Indenture, Made on the (2nd) Second day of July A. D. One Thousand Eight Hundred and Seventy-three by and between ~~the County of Jasper and the State of Missouri~~ Company, of Jasper County, Missouri, party of the first part and Isham Downs, of the County of Jasper in the State of Missouri party of the second part, Witnesseth: That the said party of the first part in consideration of the sum of One Dollar to it paid by the said party of the second part the receipt of which is hereby acknowledged does by these Presents Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part his heirs and assigns the following described Lots Tracts or Parcels of Land lying being and situate in the County of Jasper and State of Missouri to wit: All of Lot Numbered Thirty-seven (37) in the town of Center Mine - as appears on the Plat of same as recorded at Carthage Jasper Co. Mo. Expressly reserving however to the said party of the first part and his assigns forever the absolute ownership and control of all minerals, ores,

mineral and volatile substances of every kind whatsoever which exist in or at any time may be raised or taken from said premises with full power to mine said premises therefor in any manner without endangering the buildings thereon and in such manner to go in and upon said premises at all times for the purpose of mining or removing such minerals, ores and/or volatile substances.

To Have and to Hold the premises aforesaid, with all and singular (the reservations aforesaid, being a general exception) the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining, unto the said party of the second part and unto his heirs and assigns forever the said Grant, Mining and Smelting Company hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that it has good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will Warrant and Defend the title to the said premises, unto the said party of the second part and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof the said party of the first part has caused these presents to be signed by the President thereof with the corporate seal thereof affixed this day and year first above written.

Henry J. Blow,

President Grant Mining and Smelting Company
 Jas B. Eads Vice Pres.



State of Missouri
 County of St. Louis,

Be it Remembered That on this 2nd day of July A.D. 1875 before the undersigned, a Notary Public within and for the County of St. Louis and State of Missouri, personally came Henry J. Blow, President and James B. Eads Vice President of the Grant Mining and Smelting Company who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and acknowledged the same to be the act and deed for the purposes therein mentioned of the said Grant Mining and Smelting Company.

In Testimony Whereof I have hereto set my hand and affixed my official seal at my office in the City of St. Louis this day and year first above written,



Henry M. Post,

Notary Public, St. Louis, Co. Mo.

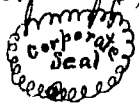
The foregoing Deed was filed for record in this office on the 31st day of August, A.D. 1875, at nine o'clock and thirty minutes A.M.



James A. Bolten Recorder.
 By L. E. Steinhilber, Deputy.

General Warranty Deed

This Indenture, Made on the Fifteenth day of March, A.D. one thousand eight hundred and seventy five, by and between ~~the Grandby Mining and Smelting Company~~ a body corporate, doing business in Jasper County, State of Missouri party of the first part, and Lewis M. Powell, of the County of Jasper, in the State of Missouri, party of the second part Witnesseth, That the said party of the first part in consideration of the sum of Thirty (30) Dollars to it paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents Grant Bargain and Sell convey and Confirm unto the said party of the second part, his heirs and assigns, the following described lots tracts or parcels of land lying being and situated in the County of Jasper and State of Missouri to wit: All of Lot Numbered Ten (10) in the town of Centre Mines (now part of Oronogo as appears on the plat of same as recorded in the Clerks Office at Carthage Jasper Co Mo; expressly reserving however to the said party of the first part and its assigns forever, the absolute ownership and control of all minerals ores, mineral and volatile substances of every kind whatsoever which exist in or at any time may be raised or taken from said premises with full power to mine said premises therefor in any manner without endangering the buildings thereon and in such manner to go in and upon said premises at all times for the purpose of mining or removing such minerals ores and volatile substances. To Have and to Hold the premises upon said with all and singular (the reservations as aforesaid being always excepted) the rights privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part, and unto his heirs and assigns forever, the said Grandby Mining and Smelting Company hereby covenanting that it is lawfully seised of an indefeasible estate in fee in the premises herein conveyed, that it has good right to convey the same, that the said premises are free and clear of any incumbrances done or suffered by it or those under whom it claims, and that it will Warrant and Defend the title to the said premises unto the said party of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed by the President thereof with the corporate seal thereof affixed, the day and year first above written,



Henry J. Blow - President 
 Jas. B. Eade, V. Pres. 

State of Missouri 3
 County of St. Louis 3

Be it Remembered, That on this 13th day of March, A.D. 1875, before the undersigned, a Notary Public within and for the County of St. Louis

and State of Missouri, personally came Jas B Eads who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned.



In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in St Louis Mo the day and year first above written
Louis A. Berger
Notary Public St Louis Co Mo

State of Missouri
County of St Louis, Mo

Let it be Remembered, That on this 15th day of March A.D. 1875, before the undersigned a Notary Public within and for the County of St Louis aforesaid personally came Henry T. Blow, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing, as a party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned.



In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in St Louis Mo, the day and year first above written,

Louis A. Berger

Notary Public, St Louis Co, Mo.

The foregoing Deed was filed for record in this office on the 27th day of August A.D. 1875, at Ten o'clock and Fifty minutes A.M.

James A. Bolon Recorder
by L. E. Steinmetz Deputy.

Warranty Deed

John Rosenberger and wife to D. M. Smith,

Know all Men by these Presents, That John Rosenberger and M. A. Rosenberger his wife, of the County of Jasper in the State of Missouri have this day for and in consideration of the sum of Four Hundred and Fifty Dollars, in hand paid by D. M. Smith of the County of Jasper, in the State of Missouri Granted Bargained and Sold, and by these presents do Grant Bargain and Sell unto the said D. M. Smith the following described tract or parcels of land, situate in the County of Jasper in the State of Missouri that is to say: All of Lot Number (74) One Hundred and Seventy-four in Murphy's First Addition to Murphysburg now city of Joplin. To Have and to Hold the premises hereby conveyed with all the rights, privileges and appurtenances thereto belonging or in any way appertaining, unto the said D. M. Smith, heirs and assigns forever the said John Rosenberger and M. A. Rosenberger hereby covenanting to and with the said D. M. Smith heirs and assigns for themselves and their heirs,

Mark Cemetery Deed

In consideration of Forty & 900 Dollars Timothy Regan as singular man of the County of Greene and State of Missouri do hereby Grant Bargain and Sell convey and transfer unto Helen Bartlett of the Town of Jasper and State of Missouri the following described lot tract or parcel of land being in Mark Cemetery in the Town of Jasper and State of Missouri, town 10 of Township 10 North Range 1 containing 1/4 of an Acre and several feet and estate on South east of South east 1/4 of Section No 12 (5) of Township 10 North Range 1 (18) of Range 1 (18) and the same as designated and shown in the plat of said Cemetery recorded in the Records Office of Jasper County, Missouri, to have and to hold the same unto the said Helen Bartlett and her heirs and assigns forever to be used for burial purposes only and subject at all times to all such rules and regulations conditions and limitations as may hereafter be promulgated for the reasonable government and control of said Cemetery

In Witness Whereof I have hereunto set my hand and seal, this

12th day of May A.D. 1894

State of Missouri,
County of Jasper } Timothy Regan, Esq.,
of May A.D. 1894 before me undersigned a Notary Public within and for the County of Jasper and State of Missouri, personally saw and knew the said Helen Bartlett who is personally known to me as the same person whose name is subscribed to the foregoing instrument of writing as party thereto and she acknowledged the same to be her free act and deed for the purposes therein mentioned.
In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Carthage Mo. the day and year first above written My commission expires April 19 A.D. 1901

Wm A Black

Notary Public

The foregoing instrument was on the 14 day of June 1894 at Carthage and County of Jasper filed in this office for record

C. A. Engler

Recorder

Be it known that on the 14th day of July 1894 a meeting of the stockholders of the Carthage Manufacturing & Lumber Co. was held at the office of the County Clerk in the City of St Louis State of Missouri for the purpose of voting upon a proposition to amend and there submitted to so amend the charter of said Carthage Manufacturing & Lumber Co. as to permit the said company to manufacture with other forms the products of iron and steel and pursuant to notice signed by a majority of the stockholders

of said company, duly published in the Star & Evening Advertiser newspaper published in the City of St Louis for more than eight days prior to and date the first insertion of said notice being on the 12th day of May, 1874, and the last insertion on the 19th day of July, 1874.

That a copy of said notice postage prepaid, was deposited in the post office in the City of St Louis Missouri addressed to each stockholder, at his usual place of residence at least ten days previous to the day fixed for said meeting.

That said meeting was organized by choosing John P. Neville a director in said company, chairman, and Elias S. Hatch as secretary thereof.

That at said meeting there were present in person or by proxy at least a majority of the stockholders holding the full value of all the shares of stock of said company.

That a proposition was then read and there submitted to pass the charter of said Granby Mining & Smelting Company, as set out in the said company to manufacture into other forms, the products of mining and smelting.

And upon canvassing a vote thereon it appeared that a majority of the stock of said company had been voted in favor of such proposition.

The amount of the capital stock of said company paid up is Two million dollars. The amount of the assets of said company is Four Hundred seventy seven thousand and twenty three (\$477,023.87) Dollars. The amount of its liabilities is Twenty thousand, two hundred eighty four (\$24,310.43) Dollars.

I John P. Neville, chairman of the stockholders meeting aforesaid hereby certify the foregoing to be a true and correct statement of the matter and things therein set forth.

Attest
Elias S. Hatch,

John P. Neville
Chairman

John P. Neville being duly sworn, says the matters and things set forth in the foregoing statement are true.

John P. Neville

Sworn to and subscribed before me, a Notary Public within and for the City of St Louis and State of Missouri on the 19th day of July 1874. Witness my hand and Notarial seal.

Notary Public
City of Missouri

Wm S. Schofield
Notary Public

I do hereby certify that on the 19th day of July 1874 before the undersigned a Notary Public within and for the City

11/1 / 1895

By Albert T Regan,
Their Attorney,
- Albert T Regan.

State of Missouri,
County of Jasper. Be it Remembered That on this 9 day
March, 1898 before the undersigned a Notary Public with
and for the County of Jasper and State of Missouri, per-
sonally came Albert T Regan to me known to be the person
executed the foregoing instrument in behalf of Samuel
Regan and Alice Regan William K Regan and Anna
Regan and Elizabeth B Regan, and in his own behalf,
acknowledged that he executed the same as the free act
deed of the said Samuel K Regan and Alice Regan,
K Regan and Anna K Regan and Elizabeth B Regan
as his own free act and deed and the said Albert T
further declared himself to be single and unmarried.
In Testimony Whereof I have hereunto set my hand
affixed my official seal, at my office, in Barth,
the day and year aforesaid. My term expires April
1899.

Wm H Black Notary

The foregoing instrument was on the 13 day of April 1898
10 o'clock and 25 min A M filed in this office for record.

J A Sigler

Recorder

Mining License

This Agreement made and entered into this first day of
ember A D Eighteen Hundred and Ninety five, by and
the Granby Mining and Smelting Company, a corporation
organized and doing business under and by virtue of
laws of the State of Missouri, party of the first part and
Gerritt of the City of Webb, and Wm S Gunning of the
City of Oronogo comprising the firm of Gerritt and Co. of
City of Jasper State of Missouri, parties of the second part.
Witnesseth That Whereas the said party of the first
the owners of the following described land, to wit Lys
being in the County of Jasper and State of Missouri as
said and more particularly as follows: Lots No 36, 37,
48, 49, 50, 51, 61, 67, 68, 69, 78, 79, 80, 81, 96, 97, 98, 99, 108, 109, 110 and
per Plat of lots of the Granby Mining and Smelting Com
for mining purposes at Oronogo and Whereas the part

the second part herein, deere the license or privilege of mining the foregoing tract of land for lead and zinc ore. Now therefore these agreements witnesseth that the said party of the first part have given and granted and by these presents does give and grant unto the said parties of the second part the license and privilege of digging, mining, prospecting for and mining of lead and zinc ores within the tract of land hereinafore described, for and during the full term of five years next hereafter to ensue. Together with such rights of ingress and egress, and such use of the surface of the ground as may be necessary to carry on the mining operations aforesaid and by these presents do hereby reserve unto the said parties of the second part a grant and right to use and to carry on the operations within the tract of land forthwith, and to continue the same in that entireness except as hereinafter stated for and during the term of the license hereby granted and in further consideration thereof, the said parties of the second part hereby agree to render and pay unto the said party of the first part, a legal representation or release of royalty of fifteen percent upon the value of all such ores and of fifteen percent upon the value of all such ores as may be mined by them upon and within the said tract of land, said royalty to be paid as aforesaid to the said party of the first part, as and when the ore is mined and secured and sold and in all cases the same to be removed from said tract of land.

And the said parties of the second part further agree to cause all such ores mined from said premises to be weighed before the removal thereof upon scales which may be designated by the party of the first part, and for and in witness whereof the party of the second part further agree that they will work and mine the said premises in at least two shafts at all times from said tract of land (provided, however, that in case of sickness or unavoidable accident said parties of the second part may suspend the working and mining of said tract of land for the space of not exceed-

[illegible]

herein described, except in cases of permission to cease so doing under and pursuant to the provisions contained in this license or if the parties of the second part fail in any other way to comply with said performance, the term of this agreement, in such cases or cases, or either of them the said parties of the second part at the option of the party of the first part, shall for full term in light and privilege contained herein and the license and privileges hereby conferred shall revert to the said party of the first part, its successors or assigns.

It is further agreed and understood that the license so issued in lieu of two certain licenses issued to the Oregon Union Mining Co on 10 December 14 and 21, 1873 and 12 June 17, 1874, covering Lots 47 50 51 66 1768, 1980 81 96, 97, 98, 110, and 111, these licenses which were afterwards assigned to said John Dermott are hereby renewed and canceled.

It is further agreed that the license and privileges hereby granted shall not be assigned by the parties of the second part without the written permission of the party of the first part.

This license shall be renewable for five years from and after its termination, upon such terms as may be agreed upon.

Witness my hand and party of the first part have signed this instrument to be signed by the President and the rest of the party of the first part to be hereunto affixed and attested by the Secretary of said Company, and the said parties of the second part have hereunto set their hands and seals the day and year first above written.

Witness my hand and party of the second part have hereunto set their hands and seals the day and year first above written.

By ^{Frank Manning} ^{President} ^{of the} ^{company}

By ^{John Dermott} ^{President} ^{of the} ^{company}

John J. Vetch, Secretary

State of Missouri 1888
County of Jackson On the 11th day of April 1898, personally appeared before me John Dermott who acknowledges that he is one of the names of the said John Dermott & Co, to the foregoing license, and that he and W. S. Manning, composer of the same, of Dermott & Co and acknowledges the same to be true.

contract and deed

In Witness Whereof I have hereunto set my hand and seal
my office in Webb City the day and year last above written
88 Apr 13 1898

Ida M. Corlow,

My com exp Dec 15 1898

Notary Public

The foregoing instrument was on the 13 day of April 1898 at
o'clock PM filed in this office for record
No acknowledgment as to 1st party)

J A Sigler

Recorder

Assignment of Lease

I know all Men By These Presents, That we John Dermott and
W D Dunning of Jasper County, Missouri and doing business
as Dermott and Co in consideration of the sum of Three
seven thousand five hundred dollars, (\$37500 00 to us
hand paid by Thomas Morgan and A L Johnson, the receipt
of which is hereby acknowledged, do sell and assign with
the said Thomas Morgan and A L Johnson an undivided
five eighths interest in a certain mining lease dated
November 1st 1895 and made by the Granby Mining and Smelting
Company, a corporation to Dermott and Company,
also the same interest in and to a certain contract and
agreement made on the first day of April 1897 by the Granby
Mining and Smelting Company to Dermott and Company
which contract and agreement was on the 30th day of May
1898 duly filed for record and recorded in the recorder's
office of Jasper County, Missouri, in Book 138, for recording
deeds at Page 257, and also the same interest in a certain
agreement made by the Granby Mining and Smelting
Company, a corporation, on the 7th day of February, 1898, with
Dermott and Co which agreement was on the 30th day of May
1898, duly recorded in Book 138 for recording deeds at
Page 260, of the following described real estate situate in
County of Jasper and State of Missouri to wit Lots numbers
37, 38, 39, 48, 49, 50, 51, 65, 66, 67, 68, 69, 78, 79, 80, 81, 82, 96, 97, 98, 99, 100,
109, 110, and 111, as per plat of lots of the Granby Mining and
Smelting Company at Oronogo, and lease to run for the full
term of the mining lease and contracts and agreements
above referred to subject to the rents, covenants conditions
and provisions therein mentioned, and we hereby covenant
with the said Thomas Morgan and A L Johnson, their heirs

4/1/1897

oath says that he is a son of William Walker, who died about November 1891, seized of the following real estate in Jasper County, Missouri, to wit The South west quarter of the North east quarter of Section three (3), and the East eight (8) acres of the South west quarter of the South west quarter of Section nine (9) all in Township twenty seven (27), Range thirty two (32) That said William Walker died intestate, and administration was had upon his estate and same was finally settled, and all debts paid That at the time of his death William Walker was single and unmarried his wife, Martha Walker, affiant's mother, having died in January, 1888 That said William Walker left surviving him, as his sole and only heirs at law, the following children to wit 1 Joseph D Walker 2 John W Walker 3 William H Walker 4 Charles A Walker, this affiant 5 Alice A Walker, married to Steven Kubler That said William Walker left surviving him no other children, or decedents of children

Subscribed and sworn to before me this 28th day of March 1898 Witness my hand and notarial seal at my office in Joplin Mo Term expires January, 14th 1899

Seal

Arthur E Spencer,

Notary Public in and for Jasper County Missouri

The foregoing instrument was on the 30 day of March, 1898 at 1 o'clock and 30 min PM filed in this office for record,

J. A. Dugler
Recorder

Agreement

This Agreement Made and entered into this first day of April, A D 1897, by and between the Granby Mining and Smelting Company, a corporation organized and doing business under and by virtue of the laws of the State of Missouri party of the first part, and John Dermott, of the City of Webb, and State of Missouri and William G. Ginning, of the City of Orozgo, comprising the firm of Dermott and Company, parties of the second part, Witnesseth That Whereas, The said party of the first part is the owner of the following described land to wit Lying being and situate, in the County of Jasper, and State of Missouri, and described more particularly as follows

Lots 26 27 38 39, 48 49 50 51 66 67 68 69, 78 79, 80 81 96 97, 99, 108, 109 110, and 111 as per Plat of Lots, of the Granby Mining and Smelting Company, for Mining purposes at Orogo Missouri (and Whereas The above described lots are now declared to said parties of the second part - for the purpose of Mining for Lead and Zinc Ores now therefore this Agreement Witnesseth, That said parties of the second part, for and in consideration of the covenants hereinafter specified do agree to maintain, and keep in repair, use and operation night and day two pumps upon said land - in a constant endeavor to drain the same water, and do agree - and guarantee to keep the water said land drained to a depth of one hundred fifty (50) feet below the surface of main pump shaft

The said parties of the second part further agree to have other parties immediately begin the construction of a class ore dressing and concentrating plant, (in addition to the plant now in operation on their lease) at some convenient and proper location on their lease, to cost not less than five thousand dollars, and to be pushed to a rapid completion, and to be operated continuously when complete. And said parties of the second part agree to operate and work in connection with said concentrating plant or or more shafts that are to be in addition to shafts now being worked on their lease, and in convenient proximity to said plant

It being understood that the Concentrating Plant, now in operation at Main Pump Shaft, is to be run continuous night and day, on double shift upon dirt raised from shafts now being operated in connection therewith, and prevented by causes beyond control of said parties of second part

Said parties of the second part further agree to use their best efforts to interest other parties with capital to locate on this land, and build and properly equip further Plants for raising and preparing for Market Lead and Zinc Ores, and they also agree to put off this land as they are payable all persons or companies now Sub Lessees, do not diligently and to the best interests of all concerned prosecute without cessation, the mining of Lead and Zinc

used and they further agree that they will not sub-let any
 ground to other than people with capital who will agree
 to put up a plant, and in no case to let out more than
 four lots to one man or company.
 In consideration whereof the said party of the first
 part, agree to accept from said parties of the second part
 a royalty of 10% upon the value of all lead and zinc ore
 mined upon and within the aforesaid lots, from May 6th
 1897, to November 1st 1900 instead of the full royalty of 15%
 as provided for in the original lease covering aforesaid
 under date of November 1st 1895, and expiring November 1st
 1900 and modified by an agreement under date of Novem-
 ber 9th 1896, and expiring May 6th 1897.
 It is expressly understood that the above recitation of the
 amount of Royalty to be paid by said parties of the second
 part, for the time above specified, and the covenants here-
 in assumed by said second parties, are the only changes
 intended in the terms and conditions of the original lease
 to said parties of the second part, to said party of
 the first part above mentioned.
 And said party of the first part further agree to assign-
 transfer and convey all mineral of lead and zinc ore of Novem-
 ber 1st 1895, expiring November 1st 1900, for five years from
 November 1st 1900, to said party of the first part, at a price
 to be determined by the full Royalty of 15%
 as to a full further expressly agreed and understood that any
 value on the part of the parties of the second part to said
 fully perform all of the covenants herein assumed by them,
 under this agreement with and word, and the original
 lease become effective, and full Royalty as provided
 in same due and payable, except as provided in sub-
 sequent agreement entered into November 1st 1896 and
 expiring May 6th 1897.
 In witness whereof, the said party of the first part has
 caused this instrument to be signed by John A. Hurd, and
 attested by the party, and the said parties of the second
 part have hereunto set their hands and seals the day and
 year first above mentioned.

my at 3
1, 2, 1, 3

about

Charles B. Batek Secretary

State of Wisconsin

19

I, John Buchanan, Clerk of the said State of Wisconsin, do hereby certify that a vote of the said State of Wisconsin, and for said State, was taken at the

11th day of June, 1898, and the result of the same was as follows, to-wit:

That the said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

same, organized under the laws of the State of Wisconsin, a corporation, to-wit:

The said State of Wisconsin, for the purpose of organizing and conducting the

of the Granby Mining and Smelting Company of Cronosgo
 Missouri, hereby grants the petition of John Dermott, of
 the City of Webb, and William S. Gunning of the City
 of Cronosgo, comprising the firm of Dermott and Co. to
 add to their certain lease under date November First
 1895 and modified by a certain agreement under date
 April First 1896, above described Lot subject to all the
 terms and provisions of said lease and agreement
 In consideration for which said Dermott and Gun-
 ning particularly promise and agree that they will im-
 mediately begin the erection of a first class concen-
 trating plant on said Lot to cost not less than \$5000.00
 and to be completed and in actual operation on or before
 April First 1898

In Witness Whereof said Granby Mining and Smelting
 Company has caused this instrument to be signed by
 its President and attested by its Secretary and said
 parties of second part have hereunto set their hands
 and seals on this seventh day of February 1898

Corporate Seal

Granby Mining and Smelting Company
 D. D. Burnes

Attest Elias S. Hatch

Secretary

President

Dermott & Co.

By John Dermott

W. S. Gunning

State of Missouri

County of Jasper On this 30th day of Mch 1898 before me
 personally appeared John Dermott & Co. known to be
 the person described in and who acknowledged that he execut-
 ed the same as his free act and deed

In Testimony Whereof I have hereunto set my hand and seal
 the day and year last above written at my office in Webb-
 City my term expires May 28 1899

Seal

H. J. Gaston

Notary Public

The foregoing instrument was on the 30th day of March, 1898, at
 Lock and 86. mm. P. M. filed in this office for record
 No acknowledgment as to D. D. Burnes

J. A. Bigler
 Recorder

Mining Lease

This lease made and entered into this day of March, 1898,

Wanna be that guy who just is the straw that broke the camel's back?

1100 9 1 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038

10

I have been thinking about you very much lately and wondering how you are getting on. I hope you are well and happy. I am still here, busy as ever, but always with a smile. Love from your mother.

had and for the first time I had found a good one. I had never before
had 1899 and for the first time I had found a good one. I had never
before I had found a good one. I had never before I had found a good one.

In the case of absence of the foreigner in a business or social party,
 with several inquiries, from operations with, and a box is sent to the
 box, in the case of the foreigner, with a box is sent to the
 box, in the case of the foreigner, with a box is sent to the

[illegible]

I have been very interested in the progress of the work since I saw you last year. It is very good to hear that you are all well and happy. I hope you will continue to make great progress in your studies.

And the rest of the world is full of
men and women who are full of
the same spirit and the same
the same spirit and the same
the same spirit and the same

[illegible]

and as I go, I am very much interested in the
 and the more I see of the people, the more I am
 convinced that the people are not so bad as
 they are represented to be. I am very much
 interested in the people and the more I see of
 them, the more I am convinced that they are
 not so bad as they are represented to be. I am
 very much interested in the people and the more
 I see of them, the more I am convinced that they
 are not so bad as they are represented to be.

left to support the roof to prevent the same from coming, and that the party of the first part or its agents or servants shall have the right at any time to enter in the mine of the second part to view the same with a view of ascertaining whether the terms of the agreement and license are being or not performed by the party of the second part.

And the party of the second part further agrees to keep any and all natural water courses on said land open and free from obstruction by any mud, sand, sludge, or other materials.

And the party of the second part further agrees that no mineral ore, dust, gravel or other material or product shall be removed from the said tract of land by the party of the second part without the consent of the Superintendent of the party of the first part being first obtained to that effect.

And it is further agreed and understood that the right of any person or persons owning upon ground adjoining to said party of the first part situated at or near the above described land to secure a supply of water from water that may be pumped from shafts on said land shall not be denied or questioned so long as they do not interfere with the mining operations of the party of the second part on same and they shall be permitted to draw this water from ponds, the natural water courses or build flumes or flumes to whatever point they desire.

And it is further agreed that the said party of the first part becomes the sole and exclusive owner of all minerals and tailings, sludge, dust, gravel or materials of any kind now or hereafter existing upon or from said ground at the expiration of the term hereof.

And it is further mutually agreed that the Stanley Mining & Smelting Company, party of the first part shall during the continuance of this license have the right to purchase any or all lead minerals or zinc ores mined within or from said tract of land at such price as the party of the second part may be able to obtain therefor from other responsible parties. And the royalty herein agreed upon of fifteen per cent on lead mineral and fifteen per cent on zinc ore.

And it is further hereby agreed that all minerals found upon said tract of land shall be hoisted from shafts located upon said land and not through or from any other shafts, and that no mine or shaft upon other lands shall be permitted to be placed upon the land so described.

And it is further hereby understood and agreed that the party of the second part hereby acquires no right or license to mine any other than lead minerals or zinc ores. If other valuable minerals or substances are found by the said party of the second part, the party of the second part acquires no right or license to mine the same.

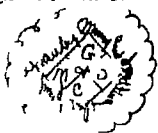
And it is further hereby separately agreed and covenanted that if at any time during the continuance of this license the party of the second part shall fail to work or mine the tract of land hereunder described except by or with the permission of the owner or his agent and pursuant to the provisions hereof, or if the party of the second part fail in any other respect to comply with the conditions hereof, then the license shall terminate.

or in either of them the said party of the second part at the option of the party of the first part shall for all his rights and privileges or claimed herein as the license and privilege hereby conveyed shall revert to the said party of the first part in successive stages.

It is further agreed that the license and privileges hereby granted shall not be assigned by the party of the second part without the written permission of the party of the first part. This license shall be renewable for years from after its termination upon such terms as may be agreed upon.

In Witness Whereof the said party of the first part has caused this instrument to be signed by its President and the seal of the party of the first part to be hereunto affixed and attested by the Secretary of said Company. And the said party of the second part has hereunto set his hand and seal the day and year first above written.

Attest
 J. R. R. Co.
 Secretary
 July 29 1899



Attest

Elias S. Hatch Secretary

(Not acknowledged)

Granby Mining & Smelting Co. (Seal)

By L. P. Humes President (Seal)

Rafael Estrada (Seal)

The foregoing instrument was filed for record in this office July 28 1901 at 10 25 AM.

W. H. Hadley, Recorder.

Know all men by these presents that I Rafael Estrada of Jasper Co Mo in consideration of the sum of One Dollar and other good and valuable considerations to me in hand paid, by John D. Cameron of Jasper Co Mo the receipt of which is hereby acknowledged do hereby sell, assign, convey and set over unto the said John D. Cameron his heirs and assigns all my right title and interest in and to the lands or the following tracts of land viz

Lease on the East half, South East quarter of Section 33 Township 28 Range 33 Lease dated April 1 1900 for ten years at 10% and Lots No 103-104 105 106 and the East half of Lot No 107, and all of Lots 118 119 120 121 122 123 124 located on the North half of the North East quarter Section 26, Township 27 Range 33, as per plat of mining lots of the Grant, Mining & Smelting Co of Jasper Mo together with a concentrating mill mining machinery and appliances of all kinds and character and description now located thereon as per schedule.

The interest hereby assigned and conveyed is the interest hereby acquired by me under mining lease made to me by the Granby Mining & Smelting Co on the 1st day of March 1899 together with the concentrating plant mining machinery, tools and all belonging thereto also lease on the East half of the South East quarter Section 33 Township 28 Range 33, made by A. House Black (also of Pochran) and H. H. Phelps to me and dated and filed for record in the office of the Recorder of Deeds of Jasper Co Mo on the 1st day of April 1900.

In Witness Whereof I have hereunto set my hand and seal this 10th day of November 1900
 J. D. Bissett (Rafael Estrada Seal)

State of Missouri,
 County of Jasper

On this 10th day of November 1900 before me personally

10/15/1902 43

author present and had

Mr. [Name] of [Name] has been its attorney and
and affixed my office at [Name] and date
last above written

My term expires Sept 10th 1903

W. H. Wood, Clerk

Notary Public

The foregoing instrument was filed for record and then
after on the 1 day of November A.D. 1902, at 11 o'clock a.m. in the

File of the

By [Name] & [Name] of counsel

The agreement made and entered into this 15th day of Oct-
ober A.D. 1902 between and two (1902) by and between the

Shandy Mining and Drilling Company, a corporation organized
and doing business under and by virtue of the laws of the
State of Minnesota, party of the first part, and J. B. [Name]
of the City of [Name], State of Minnesota, party of the second part

Minnesota, that whereas the said party of the second part here
in, desires the license and privilege of mining for lead
and zinc ore, or, and within the following described
land, to wit, lying and being in the County of [Name]
and State of Minnesota and, described more particularly
as follows of lot numbered 6-1-8, 9-18-19, 20-21-22-23-24

32-33-34, 35-36-37-38 and 39, located on the South East
Quarter of the North West Quarter (SE 1/4 NW) Section thirty
four (34) Township twenty eight (28) Range thirty three (33) and four

lot of mining lots of the Shandy Mining and Drilling
Company at [Name] Minnesota

Now, therefore, this agreement is made, that whereas
party of the first part has given and granted and by these
present does give and grant unto the said party of the second
part, the license, and privilege of digging, mining
and prospecting for and mining of lead and zinc ore within

the tract of land hereinafore described, for and during the
full term of ten (10) years, next he suffer to cause, to
gather with such rights of way road and such
use of the surface of the ground as may be necessary

to carry on their mining operations, without being
to carry on their mining operations, without being

004320

that may now exist, or be claimed to exist against said tracts of land, or any part thereof. All rights to and uses of said ground and its surface, not inconsistent with its thorough and proper mining as herein required, are hereby reserved to the said party of the first part and in particular the right to use any portion of the surface of above described land that may be required for the purpose of laying railway tracks, spurs or switches, or laying water pipe lines, or building and maintaining, and operating pumping stations, or building and maintaining and operating Tailing and Sludge Mills, and that may not interfere with the successful mining of said ground.

And in consideration of the foregoing agreement, and license the said party of the second part agrees to begin mining operations within said tract of land forthwith, and to continue the same without intermission except as hereinafter stated, for and during the term of the license hereby granted and vigorously prospect said lands by drill, or shaft until the whole tract is developed and brought up to its highest producing capacity, and said party of second part promises and agrees to furnish said party of the first part a record giving correct location and readings, of all drill holes sunk by him on above land.

And in further consideration of the foregoing agreement and license, the said party of the second part, agrees to establish and maintain, and keep in operation, on said land during the term of this license as many pumps, or pumping stations as may be necessary to drain and keep said ground drained to a depth where mining of the ore bodies on the lower levels can be successfully carried on, supposed on this tract to be at a depth of 100 feet or more if necessary. And said party of the second part promises and agrees should mining conditions warrant, to erect and operate, on said land one, or more first class steam jigs, ore dressing and concentrating plant, or plants.

And in further consideration thereof, the said party of the second part hereby agrees to render and pay unto the said party of the first part, its legal representatives, or assigns a royalty of fifteen (15) percent upon the value of all such lead ores, and of fifteen (15) percent, upon the value of all such zinc ores, as may be mined by him upon and within the said tract of land said royalties to be paid as aforesaid to the said party of the first part, as and when the ores so mined and secured are sold,

and in all cases before the same are removed from said tract of land. And said party of the first part is, and shall remain the absolute owner of all ore so mined, and shall collect, and receive the proceeds of any sale of any such ore, and shall pay the same over to the said party of the second part or to his assigns, accepted by the party of the first part, less the royalties herein before agreed upon. And the said party of the second part further agrees to cause all such ore so mined from said premises to be weighed before the removal thereof, upon scales which may be designated by the party of the first part, and located at Joplin in said County of Jasper, and the weights thus obtained upon scales so designated shall be the weight governing all settlements on said ore.

And the said party of the second part further agrees that he will work and mine the said premises in at least three (3) shafts, at all times upon said tract of land, and in as many more shafts as the rigorous and thorough mining of the land may require, provided, however that in case of sickness or unavoidable accident said party of the second part may suspend the working and mining of said tract of land for the space of not exceeding thirty (30) days at any one time and provided further, that he shall obtain the written permission of the Superintendent of the party of the first part to such suspension.

And the party of the second part further agrees that all mining so done by him shall be done in a good workmanlike manner that all drifts made by him shall be securely timbered and braced, and pillars of ample size and sufficient number shall be left to support the roof to prevent the ground from caving, and that the party of the first part or its agents or servants shall have the right, at any time, to enter into and examine the workings and mines therein with a view of ascertaining whether the terms of this agreement and license are being kept and performed by the party of the second part. And the party of the second part further agrees to keep any and all natural water ways and courses on said land open and free from, and unobstructed by any mud, sand, sludge, tailings, or other materials.

And the party of the second part further agrees that no mineral ore, dirt, gravel, or other material

or product shall be removed from the said tract of land and no trees or brush shall be cut by the party of the second part without the consent of the Superintendent, of the party of the first part being first obtained to that effect.

And it is further agreed and understood that the right of any person or persons mining upon ground belonging to said party of the first part situated at or near the above-described land, to secure a supply of water, from water that may be pumped from shafts on said land, shall not be denied or questioned so long as they do not interfere with the mining operations of the party of the second part on same, and they shall be permitted to draw this water from ponds the natural water courses, or build flumes, and flume same to whatever point needed.

And it is further agreed that the said party of the first part becomes the sole and exclusive owner of all minerals, ore tailings, sludge, dirt, gravel, or material of any kind arising from the mining operations of the party of the second part, and that may be on said ground at the expiration of this license, and all tailings, chat, sludge, or rock, on said ground, at date of this license remains absolutely the property of the party of the first part, to be disposed of as it may see fit, and said party of second part acquires absolutely no right or title thereto.

And it is further hereby mutually agreed that the Granby Mining and Smelting Company, party of the first part shall, at its option, during the continuance of this license have the right to purchase any or all lead minerals or zinc, ore mined within, or from said tract of land at such price as the party of the second part may be able to obtain therefor from other responsible parties, less the royalties herein agreed upon.

And it is further hereby agreed that all minerals found upon said tract of land must be hoisted from shafts located upon said land, and not through or from any other shafts, and all minerals and ore mined from said land must be dressed, cleaned, and prepared for market on said land and no other, and that no mineral found upon other lands shall be permitted to be placed upon the land herein described. It is further hereby understood, and agreed that the party of the second part hereby acquires no right, or license to mine

any other than lead minerals, and zinc, or, or other valuable, ores, minerals or substances, are found by him the said party of the second part, acquires no right, or title whatsoever thereto.

It is further hereby expressly agreed and covenanted that if at any time during the continuance of this license the party of the second part shall fail to work and mine and drain the tract of land herein described except in case of permission to cease so doing under and pursuant to the provisions contained in this license, or if the party of the second part fail in any other respect to comply with and perform the terms of this agreement in such case, or cases, or either of them the said party of the second part, at the option of the party of the first part, shall forfeit all his rights and privileges contained herein and the license and privileges hereby conferred shall revert to the said party of the first part, its successors or assigns, and a notice of said forfeiture served in person upon said party of the second part or sent him through the United States mails, postage prepaid, addressed to him at his last known place of business shall be sufficient notice thereof. It is hereby further agreed that said party of the second part shall pay all taxes which may be levied or assessed during the term of this license upon all improvements which may be placed upon said premises during said term. It is hereby further covenanted and agreed that if the said party of the second part shall have fully and faithfully kept and performed all his covenants and agreements herein contained, he shall have ninety days from the termination of this license in which to remove from the above described premises such improvements as he may have placed thereon.

It is further agreed that the party of the second part shall not erect any buildings for any other than mining purposes on above described land.

It is further agreed that the license and privileges hereby granted shall not be assigned by the party of the second part without the written permission of the party of the first part, and that no part of said tract of land shall be sublet to other parties without the written permission.

of said party, of the first part

In Witness Whereof the said party of the first part has caused this instrument to be signed by its President, and the seal of the party of the first part to be hereunto affixed, and attested by the Secretary of said company and the said party of the second part has hereunto set his hand, and seal the day and year first above written

(Seal)

Attest

Granby Mining & Smelting Co Inc

By J. B. Burns President

J. B. W. Ausden Seal

Chas. H. Hatch Secretary

For value received, I, J. B. W. Ausden, of Joplin, Missouri do sell, assign, transfer and set over unto the American Zinc Lead and Smelting Company, an undivided one half interest in and to the annexed lease together with an undivided half interest in all lots and lands described in, a lease to wit a certain mining lease executed by the Granby Mining and Smelting Company to me on the 15th day of October 1902, and a like one half interest in all mining rights by said lease granted to me my successors and assigns.

Witness my hand this 16th day of October 1902

J. B. W. Ausden

St. Louis Missouri, October 15-1902

The Granby Mining and Smelting Company hereby consents to the transfer of the rights of J. B. W. Ausden, of the within license, under date of October 15th 1902 to American Zinc Lead and Smelting Co

Granby Mining and Smelting Co

per Chas. H. Hatch Secy

The foregoing instrument was filed for record in this office on the first day of November A. D. 1902 at 11 o'clock 22 min A. M.

F. W. Steadley

By Ben F. Brown Deputy

Recorder

Know all men by these presents that whereas on the 25th day of June 1900 Gasper Rice and Elvessa J. Rice, his wife made executed and delivered to A. D. Lowe and W. M. Lowe a mining lease for the term of twenty years from said date at a royalty of 8% on the following described land situated in Jasper County, Missouri to wit The West half of the South west quarter of Section Twenty-eight (28) Township Thirty (30) Range Thirty one (31) except five and six tenths acres

in the Northwest corner thereof, and five acres in the Southeast corner thereof and containing in all about seventy acres more or less and such mining lease was filed in the office of the Recorder of Deeds of Jasper County, Missouri on the 5th day of July, 1900, and duly recorded in said office in Deed Record 153 at Page 500

Now therefore, in consideration of the sum of one dollar to us in hand paid and other consideration we hereby sell, transfer and assign to F H Pisen and George Pisen of Jasper County, Missouri an undivided, one-third interest in said lease and the rights and privileges therein granted as to the North half of the abovescribed tract of land It being the intention hereof to transfer to the said F H Pisen and George Pisen a one-third interest in said lease on the North half of the tract of land above described

In Witness Whereof, the parties have hereunto set their hands this first day of Nov 1902

A D Lowe

W M Lowe

State of Missouri }
County of Jasper }
me personally appeared A D Lowe and ^{W M Lowe} to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed

In Witness Whereof, I have hereunto set my hand, and affixed my official seal at my office in Jasper Missouri the day and year last above written

My term as Notary Public will expire Nov 11th 1902



Bert Webb

Notary Public

The foregoing instrument was filed for record in this office on the 3 day of November A D 1902 at 9 o'clock 50 minutes AM

F W Stedley

By Ben F Brown Deputy

Recorder

Know all men by these presents That whereas on the 20th day of June 1900 Jasper Rice and Debrassa G Rice his wife made, executed and delivered to A D Lowe and W M Lowe, a mining lease for the term of twenty years from said date at a royalty of \$70 on the following described land situated in Jasper County Missouri to wit

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2/19/17

Julia V Mitchell
Mary M Barnett
Tom P Barnett

513
5/8

STATE OF MISSOURI)
COUNTY OF JASPER } SS

On this 22nd day of December, 1916, before me, a Notary Public in and for said County personally appeared Alice B Wallace, J A Wilson, Mary V Mitchell and Julia V Mitchell to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed And the said Alice B Wallace, J A Wilson, Mary V Mitchell and Julia V Mitchell further declare themselves to be single and unmarried

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Carthage, in said County and State the day and year first above written
My term expires August 24, 1920

(SEAL)

Madge Burt,
Notary Public

STATE OF MISSOURI)
COUNTY OF JASPER } SS

On this 22nd day of December, 1916 before me, a Notary Public in and for said County personally appeared J T Wallace and Lila O Wallace, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Carthage, in said County and State, the day and year first above written
My term expires August 24, 1920

(SEAL)

Madge Burt,
Notary Public

STATE OF MISSOURI)
CITY OF ST LOUIS } SS

On this 30th day of December, 1915 before me, a Notary Public in and for said City, personally appeared Mary M Barnett and Thomas P Barnett, her husband to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St Louis in said State the day and year first above written
My term expires May 28th, 1919

(SEAL)

Florence Uetz,
Notary Public

Filed for record on the 7th day of March, 1917 at 3 o'clock -- minutes P.M.
Frank Hogan Recorder

Original

WHEREAS, ORONOGO CIRCLE MINING COMPANY, a Missouri Corporation, is now the owner and holder of certain mining rights and privileges granted to it by GRANBY MINING AND SMELTING COMPANY, under a certain mining license dated January 2, 1906, and certain written agreements supplemental thereto, bearing later dates, covering certain mining lots at Oronogo, Missouri, and

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in which are included mining rights upon mining lots numbered, forty-seven (47) forty-eight (48) Forty-nine (49) Fifty (50) Fifty-one (51), Sixty-six (66) Sixty-seven (67) Sixty-eight (68) Sixty-nine (69) Seventy (70) Seventy-seven (77) Seventy-eight (78) Seventy-nine (79) Eighty (80) Eighty-one (81) Ninety-six (96) Ninety-seven (97) Ninety-eight (98) Ninety-nine (99) One Hundred seven (107) One Hundred Eight (108) One Hundred Nine (109) One Hundred Ten (110) and One Hundred Eleven (111) and One Hundred (100)

AND WHEREAS, there are three ore levels on said enumerated mining lots, the first being at approximately One Hundred and Sixty (160) feet, the second at approximately Two Hundred and Thirty (230) feet, and the Third or bottom level at approximately Two Hundred and Ninety-nine (299) feet, and the said Oronogo Circle Mining Company is now conducting its mining operations upon the bottom level, and desires also to mine the first and second levels and to conduct such additional mining operations by means of an open cut from the surface removing the waste over-burden by stripping, and thereafter to mine or quarry the ores down to the floors of the second level, thus permitting the removal of the pillars and recovering all the ore on the first and second levels, and to erect a new concentrating plant on land covered by its said license, for the purpose of milling and concentrating ores so recovered from said first and second levels,

AND WHEREAS, American Zinc, Lead and Smelting Company, a corporation of the State of Maine, has succeeded to all of the rights, title, interest and estate of Granby Mining and Smelting Company, in and to all of the land described in the mining license and supplemental agreements hereinbefore referred to, and is willing that mining operations be conducted on the first and second levels of the mining lots hereinbefore described, upon certain conditions:

NOW, THEREFORE, This agreement made this 19 day of February, 1917, by and between American Zinc, Lead and Smelting Company, a corporation of the State of Maine, (hereinafter referred to as First Party) and Oronogo Circle Mining Company, a Missouri Corporation (hereinafter referred to as Second Party),

WITNESSETH That, in consideration of the faithful performance by the Second Party of all the terms and conditions of the original mining license dated January 2, 1906, hereinbefore referred to, and of the terms, conditions and requirements of the written supplements thereto, as heretofore made, the First Party hereby consents that the Second Party may conduct its mining operations upon the mining lots hereinabove specifically enumerated, by an open cut from the surface, upon the following terms and conditions only:

In lieu of royalty provided in existing mining license and agreements, the following rates of royalty shall apply on all ores mined upon First Party's lands, above the depth of Two Hundred Thirty (230) feet:

When concentrates sell for less than \$45.00 per ton,
Royalty shall be Five (5) per cent

When concentrates sell for \$45 00 and less than \$50.00
Royalty shall be seven and one-half (7½) per cent

When concentrates sell for \$50 00 per ton and less than \$60 00 per ton
Royalty shall be Ten (10) per cent

When concentrates sell for \$60 00 per ton or more
Royalty shall be twelve and one-half (12½) per cent

It is understood and agreed that all of the provisions of the original mining license relating to the method of determining the royalties and the method of payment and providing for the rights of the first party in the ore mined shall apply to the ore mined under this agreement and that no change is made in the royalty rate provided in said original mining license upon ores mined below the depth of 230 feet

Second Party agrees to begin within 30 days after this date, the erection, upon the premises covered by said mining license, of a new, suitable and modern concentrating plant, of capacity approximately fifteen hundred (1500) tons per twenty-four hours, and to complete same

at earliest practicable date

Second Party agrees that it will, within 30 days after this date, begin sinking anew shaft to the bottom level and by continuous work complete such shaft to and through the ore body at the bottom level, and immediately thereafter equip such shaft for operation, to supply ore from the bottom level

Mining on the bottom level shall not be suspended or interfered with, because of operations on the upper levels, or during the time consumed in sinking the new shaft, or erecting new mill. Until such new shaft shall be completed, equipped and in operation, Number Five Shaft, shall at all times be kept open, and equipped, and shall be protected from run-in material from above the bottom level

Ores from the bottom level shall be milled over the present plant. In event of destruction of the present mill by fire, tornado or other causes, or in event the present plant shall be threatened or endangered by subsidence of the ground, then a new mill of like capacity shall be at once erected, or the present mill shall be at once replaced, by Second Party, and shall be used only for milling ores from the bottom level

Unless by written consent of First Party, ores from the bottom level shall at no time be milled over the same mill with ores from the upper levels, or either of them. Dirt from the bottom level shall not be mingled with the dirt from the upper levels or either of them. Concentrates from the bottom level shall not be mingled with concentrates from the upper levels or either of them

Tailings or waste from either of the upper levels shall not be stored in the bottom level, unless by written consent of the First Party

It is understood and agreed that all concentrates produced from any level shall be sold in the open market and for the highest obtainable price, that the First Party shall be given opportunity to take for assay samples of any concentrates, and opportunity to bid thereon. Failure of the First Party to bid on any lot of concentrates shall not be deemed a waiver of its right to take samples and bid on other concentrates. No sale of concentrates shall be made by second party to any smelter or purchaser in which second party may be interested, unless the price for which concentrates are to be sold shall be first submitted to and approved by First Party

Second Party shall be solely responsible for all damage to person or property which shall occur by or in any operations of the Second Party, or through any act of Second Party or its agents or servants, including damage to First Party, or any other person or parties by any failure of subjacent or lateral supports from whatsoever cause occurring, and Second Party agrees to indemnify and save harmless the First Party from all damage and liability, as well as all costs, expenses or attorneys fees incurred on account of any claim or suit in connection therewith. Second Party shall, in event of accident or claim arising out of its operations, at once undertake the investigation, settlement, defense and satisfaction thereof, and shall employ and pay all attorney's fees, including counsel for First Party, and all costs in connection therewith, and shall furnish all appeal or other bonds which may be necessary or required in connection therewith, and for the purpose of indemnifying the First Party against loss by reason of operations of Second Party hereunder, and for the purpose of securing First Party in payment of any obligations of Second Party arising hereunder First Party shall have a first lien upon all equipment placed by Second Party upon lands of First Party, which lien may be foreclosed by the First Party, it being further understood that the right to said lien and the foreclosure thereof shall be in addition to the right of forfeiture hereinafter given said First Party

The open cut work of the Second Party shall be confined to the mining lots hereinabove

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specifically enumerated, but consent is given to Second Party to extend its drifts on the first and second levels beyond the limit of said lots, and upon any property now covered by the above referred to license, and written agreements supplemental thereto, and to mill the ore mined over the new mill to be erected by the Second Party as herein provided. Second party agrees that it will begin said open cut work within ten days after this date, and will continue the same without intermission, unless consent of the First Party to a stoppage be obtained, and during the term of said original mining license, and the Second Party further agrees that all of said open cut work so done by it shall be done in a good and workmanlike manner to prevent adjacent ground from caving, and that the First Party, or its agents or servants, shall have the right at any time to enter into and examine said work with a view of ascertaining whether said open cut work is being done in a good and workmanlike manner with due regard to prevent the caving of adjacent properties.

It is understood that this agreement is supplemental to the existing mining license and written agreements supplemental thereto, and that this agreement is not in substitution therefor, that said mining license and all written supplemental agreements are in all respects ratified, to remain in force and are in no-wise modified except as herein expressly stated. Nothing herein contained shall be construed to extend said mining license or said written supplemental agreements or this agreement beyond the date of the expiration of said original mining license.

The First Party excepts from this agreement all town lots, all streets, all rights of way or other rights or easements deeded or granted by the First Party, or its grantor, to any other person or corporation, or held, or owned by any such person or corporation, and the privilege of mining said lots by open cut or drifting and at the royalty provided by this supplemental agreement is expressly subject to all such deeds and grants which may now exist or be claimed to exist, and Second Party agrees to so conduct its operations in and about said property and such open cut or other work it may do, as not to interfere with any rights which may be held by other persons or corporation or by the public.

First Party consents that Second Party may treat over its flotation plant, slimes and material from the present mill, and from the bottom level of the mine, and mingle the concentrates therefrom with concentrates from the upper levels, recovered from such flotation mill, only so long as the efficiency and capacity of the present sludge and slime plant shall be maintained and only so long as an undue proportion of material from sludge and slime plants existing or hereafter erected shall not be diverted to such flotation plant. Concentrates from the flotation plant shall take the sliding scale of royalty herein provided.

In case the Second Party shall fail to fully and faithfully perform all obligations undertaken by it, under the existing mining license, First herein referred to, or any agreement supplemental thereto, or under this agreement, or any of them, then in any such event, all rights granted to Second Party hereunder, and under the original license, and under any supplemental agreement, shall immediately cease and determine, and First Party shall have the right in such event, without notice or legal procedure to re-enter upon said premises and take possession thereof.

IN WITNESS WHEREOF, the First Party has caused this instrument to be signed by its duly authorized officer, and the Second Party has caused this instrument to be executed by its president and attested by its secretary, the date first above written.

AMERICAN ZINC, LEAD AND SMELTING COMPANY,

By Chas W Baker,
President

Attest:

T W Batchelder,
Secretary

ORONOGO CIRCLE MINING COMPANY,

Attest

E Allendorf,
SecretaryBy A S Raymond,
President

Oronogo Circle Mining Co
Corporate Seal
1907
Missouri

STATE OF MISSOURI)
COUNTY OF JASPER) SS

On this 19 day of February, 1917, before me appeared A S Raymond, to me personally known, who by me, being duly sworn, did say that he is the president of the Oronogo Circle Mining Company, a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and the said A S Raymond acknowledges said instrument to be the free act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, this the date first above written

Nadene Eleanor Walker,

My commission expires June 16, 1917

(SEAL)

Notary Public

Filed for record on the 9th day of March, 1917, at 9 o'clock 15 minutes, A M

Frank Hogan Recorder

M I N I N G L E A S E

THIS INDENTURE, Made and entered into this 5th day of March, 1917, by and between The City of Oronogo, of Oronogo, Missouri, party of the first part, and THE ORONOGO MUTUAL MINING COMPANY, by its manager, Guy H Waring, party of the second part:

WITNESSETH, That the party of the first part in consideration of the undertakings and agreements hereinafter stated, to be kept and performed by the party of the second part, their successors and assigns, do by these presents, demise and lease unto the said party of the second part, their successors and assigns, the following described real estate in Jasper County, State of Missouri, to-wit

All of the South half of Lot numbered Ten (10) in Hookaday's Addition to Oronogo, Missouri, the mineral right in said tract being Twenty (25) feet North and South and Two Hundred Fifty (250) feet East and West

1st The said party of the second part, now engaged in mining in the immediate vicinity of said land, by means of underground drifts connected with its hoisting shafts, undertakes and agrees to mine said land for its ores of lead and zinc as soon as a drift can be conveniently connected with the ore bearing stratum or strata in said land

2nd The said party of the second part, its successors and assigns, shall mine said land as soon as it is so connected with its hoisting shafts, in a good, thorough and workmanlike manner, shall keep its drifts and other openings upon said land well and securely supported and protected and shall not remove such supports and protection so as to endanger the ground or permit the same to cave or fall in Mining shall be carried on continuously and shall not be suspended at any time except on written permission of the said party of the first part All mineral shall be cleaned and prepared for market at the mills of The Oronogo Mutual Mining Company